**EXCLUSIVE AGREEMENT FOR BELL ATLANTIC**

This letter agreement is between NewEnergy East, L.L.C. (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 551 5<sup>th</sup> Avenue, Suite 400 New York, New York 10176 ("NEE") and Powerweb Technologies, Inc., a New Jersey corporation, (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 655 Niblick Lane, Suite 100, Wallingford, PA 19086 ("PWT"), collectively the "Parties".

NEE is a national energy supplier in the business of providing energy and energy services to Bell Atlantic Corporation.

PWT is in the business of providing interactive information systems (Omni-Link®) to energy suppliers. These interactive information systems enable an energy supplier to offer additional value added services to their customers.

PWT has developed an Omni-Link Interactive Information System for the telecommunication industry. This system is specifically designed for capacity sales under the Active Load Management Program ("ALM") of the Pennsylvania Jersey Maryland Interconnect ["PJM"], and to enable a customer to execute energy saving programs.

The Parties hereby enter into to this exclusive agreement to develop projects for Bell Atlantic [and all current, future, direct or indirect subsidiaries and affiliates] by utilizing the Omni-Link technology to exploit opportunities and create revenues through the sale of electrical capacity and other energy savings programs by the operation of the Bell Atlantic standby generators. Generators will be dispatched within the terms of the Operating Agreement of the PJM as regulations permit to improve reliability and collect the optimum revenues for Bell Atlantic.

The Parties agree to share equally profits resulting from contracts with Bell Atlantic developed under this agreement using Omni-Link. The specific form of profit distribution will be determined and agreed upon with both parties before the final development of contracts with Bell Atlantic. In these contracts

**Powerweb will be responsible for:**

- (i) creation of a detailed project implementation plan, schedule and cost analysis
- (ii) turnkey Design Engineer Procure Construct (EPC) of an Omni-Link system
- (iii) post installation software and hardware maintenance of the Omni-Link system

**NewEnergy, acting as the Bell Atlantic representative, will be responsible for:**

- (i) supervision of the design and installation of the Omni-Link system
- (ii) development of generator dispatch operation procedures
- (iii) structure and execution of contracts for the sale of capacity and energy created by operation of generators
- (iv) PJM liaison
- (v) assisting Bell Atlantic staff in operating the generator dispatch system collecting and distributing revenues for Bell Atlantic

**POWERWEB TECHNOLOGIES**  
 655 Niblick Lane, Suite 100  
 Wallingford, PA 19086  
**888-2POWERWEB**  
**FAX 610-874-7212**  
[www.2powerweb.com](http://www.2powerweb.com)

PAGE 1 NEE BH PWT f3

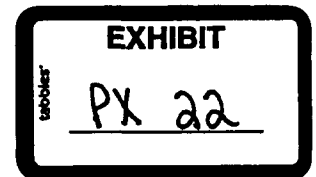


EXHIBIT B

NE000166



The Parties agree to an open door policy that allows them to determine actual revenues, costs and profits of all Omni-Link energy related products sold to Bell Atlantic in order to determine actual market value for revenue and an equitable profit distribution between the Parties.

NEE will extend to PWT a right of first refusal to design and build similar systems for opportunities in which NEE elects to offer a similar program to other telecommunication companies to operate standby generators for the sale of energy and capacity. The terms of each opportunity will be agreed in writing prior to joint development of the opportunity. NEE agrees to maintain all confidentiality obligations detailed in the executed non-disclosure agreement.

NEE acknowledges that PWT brought the concept of reserve capacity sales (the Active Load Management Program) on the PJM to NEE and agrees not to independently pursue this opportunity in the telecommunication industry, specifically Bell Atlantic.

NEE agrees to fund project development costs of up to One Hundred Thousand Dollars (\$100,000.00) for Powerweb to create a detailed project implementation plan, schedule and investment analysis of an Omni-Link application for Bell Atlantic. NEE will deposit the funds with Powerweb within ten (10) business days after execution of this agreement. Allocation and use of the funds will be subject to the sole approval of NEE in advance. If Bell Atlantic does not proceed with the project unused funds will be allocated to joint development of other opportunities. These development funds will be repaid from the first project payments made by Bell Atlantic to either PWT or to NEE. The specific form of repayment will be determined and agreed upon with both parties before the final contract negotiations with Bell Atlantic.

The term of this Agreement shall be for one year. Any notice(s) to be given under this Agreement shall be made by registered or certified mail to the addresses herein, or as notified in writing by either Party. Any amendments or alterations hereto shall be valid only when made in writing and executed by authorized representatives of both parties. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

The Parties agree that this letter agreement shall interpreted under the laws of the Commonwealth of Pennsylvania and that they shall seek to enforce its provisions only in the courts of the Commonwealth of Pennsylvania.

This letter agreement, in addition to the non-disclosure agreement previously executed and attached hereto, represent the entire agreement between the Parties.

POWERWEB TECHNOLOGIES, INC.

By: 

NAME

PRESIDENT

TITLE

NEWENERGY EAST, L.L.C.

By: 

NAME

Vice President - NewEnergy East

TITLE

Acknowledged and agreed to on this 7<sup>th</sup> day of January 2000:

NE000167